

EXHIBIT 3

COUNTER FILING

After recording please return to:

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**SECOND AMENDMENT TO EASEMENTS WITH COVENANTS
AND RESTRICTIONS AFFECTING LAND (ECR)**

THIS SECOND AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (ECR) (this "Amendment") is made and entered to be effective as of the 26th day of June, 2015, by and among HERBERT L. KRUMSICK, ROSS G. TIDEMANN, AND NICOLAS M. SALGO ASSOCIATES, L.P, as tenants-in-common (collectively referred to herein as the "Rockridge TIC"), BOLTON OIL CO., LTD. ("Bolton"), and PAY AND SAVE, INC. ("Pay and Save").

WITNESSETH THAT:

WHEREAS, Furr's, Incorporated, Stanley W. Cameron, Robert S. Johnson, Jr. and Larry Lovelace entered into that certain Easements with Covenants and Restrictions Affecting Land (ECR) dated October 5, 1983, pertaining to certain property located in Lubbock County, Texas, and recorded at Book 1860, Page 345 of the real property records of Lubbock County, Texas, as amended by that certain Amendment to Easements with Covenants and Restrictions Affecting Land (ECR) by and among Rockridge TIC, Bolton, and Pay and Save, dated November 24, 2014, and recorded as document number 2014041779 of the real property records of Lubbock County, Texas (collectively the "Easement");

WHEREAS, the real estate benefitted and burdened by the Easement is described in the Easement as Parcel I and Parcel II (collectively referred to herein as the "Parcels");

WHEREAS, Rockridge TIC own and are in possession of that portion of the Parcels benefitted and burdened by the Easement, which is now legally described in Exhibit "A" attached hereto and incorporated herein ("Tract A");

WHEREAS, Bolton owns and is in possession of that portion of the Parcels benefitted and burdened by the Easement, which is now legally described in Exhibit "B" attached hereto and incorporated herein ("Tract B");

WHEREAS, Pay and Save owns and is in possession of the remaining portion of the Parcels benefitted and burdened by the Easement, which is now legally described in Exhibit "C" attached hereto and incorporated herein ("Tract C");

WHEREAS, the parties desire to amend the Easement to modify certain restrictions affecting Tract A, Tract B and Tract C; and



WHEREAS, in light of the foregoing recitals, the parties hereto desire to amend the Easement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth at the beginning of this Amendment are hereby incorporated into this Amendment as if fully set forth herein.

2. Paragraph C.2(a). The Easement is hereby amended to delete Paragraph C.2(a) in its entirety and replace it with the following:

(a) Use. No building shall be built outside of the Building Areas. The buildings to be constructed on Tract A, Tract B and Tract C shall be for commercial purposes of the type usually found in a retail shopping center. The tenants occupying the buildings shall be primarily retail, office and service tenants of the type normally associated with a retail shopping center; provided, however, to the fullest extent permitted by applicable law, neither Bolton or Rockridge TIC shall use or permit the use of any part of Tract A and Tract B or any building constructed thereon for the operation of a grocery store (supermarket) meat market or produce shop without Pay and Save's approval which approval shall be given or withheld in Pay and Save's sole discretion.

3. Paragraph C.2(b). The Easement is hereby amended to delete Paragraph C.2(b) in its entirety and replace it with the following:

(b) Separation of uses: Rockridge TIC recognizes Pay and Save's customers' need for adequate parking facilities in close proximity to the Pay and Save's building constructed on Tract C, and the importance of protecting such parking facilities against unreasonable or undue encroachment which is likely to result from long-term parking by patrons or employees of certain types of business establishments. Rockridge TIC further recognizes Pay and Save's interest in not having tenants occupying space in close proximity to the Tract C premises who create or cause excessive noise, litter or odor. To safeguard Pay and Save's interest in a clean, quiet and odor free environment and in adequate parking for its customers, Rockridge TIC covenants and agrees that it shall not permit the use or operation of any portion of Tract A within three hundred feet (300') of any exterior building wall of any Tract C building, for entertainment or recreational activities such as, but not limited to, bowling alleys, theaters, carnivals or other places of public or private amusement.

4. Paragraph C.2(d). The Easement is hereby amended to delete Paragraph C.2(d) in its entirety and replace it with the following:

(d) Design and Construction. The buildings on Tract A, Tract B and Tract C shall be designed so that the exterior elevation of each will be architecturally and aesthetically compatible and so that the buildings' wall footings shall not encroach from one Tract to another Tract. The design and construction shall be in conformity with sound architectural and engineering standards and the construction shall be first quality. All buildings shall be one story and not exceed forty-one (41) feet in height (but may include mezzanines).